

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
MITIGATION RESOURCES, LLC
FOR RESTORATION AND LAND MANAGEMENT SERVICES
RFP #13-0434 C**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Mitigation Resources, LLC, Florida limited liability corporation authorized to do business in the State of Florida, its successors and assigns, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY has publicly submitted a Request for Proposals (RFP), #13-0434, for procurement of a consultant to provide restoration and land management services for Lake County parks and County-owned property in conjunction with the COUNTY'S needs; and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to provide restoration and land management services as set forth in **Exhibit A**, attached hereto and incorporated herein by reference, as clarified or modified in the Addendum, as set forth in **Exhibit B**, attached hereto and incorporated herein by reference, for Lake County parks and County-owned property. The CONSULTANT acknowledges and agrees that if work is assigned to the CONSULTANT, each individual project shall have a specific Scope of Services agreed to by the parties and a task order shall be executed by both parties. The task order shall include all necessary provisions including, but not limited to, setting forth the time for payment, time for completion, deliverables, electronic and printed formats and any other items relevant to the task. The task order shall be signed by both parties prior to the CONSULTANT performing any of the agreed upon work.

2.2 Generally, the CONSULTANT shall be required to perform a variety of restoration and land management services as directed by task orders of various COUNTY departments.

2.3 ALL TASK ORDERS SHALL BE REVIEWED AND APPROVED BY THE OFFICE OF PROCUREMENT SERVICES AND THE COUNTY ATTORNEY'S OFFICE PRIOR TO THE CONSULTANT BEGINNING ANY WORK ON THE ASSIGNED PROJECT OR PAYMENT BEING MADE TO THE CONSULTANT.

2.4 This Agreement shall be effective for the thirty-six (36) month period immediately following the date of execution of the Agreement by the COUNTY. Prior to or upon completion of the initial term of this Agreement, the COUNTY reserves the sole right to renew this Agreement for two (2) additional twelve (12) month periods. The COUNTY reserves the unilateral right to extend this Agreement ninety (90) calendar days beyond the Agreement period. In such event, the COUNTY will notify the CONSULTANT in writing of such extensions. This Agreement may be extended beyond the initial ninety (90) day extension upon mutual agreement of the COUNTY and CONSULTANT. Exercise of the extension periods requires the prior approval of the County's Director of Procurement Services. The Agreement prices shall prevail for the full duration of the initial term and any renewal term(s) subsequently exercised.

2.5 The CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by the COUNTY. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

2.6 CONSULTANT agrees that this shall be an open quantity contract. The COUNTY shall not guarantee to the CONSULTANT any minimum amount of work throughout the term of this Agreement. Furthermore, CONSULTANT agrees and acknowledges that in the event CONSULTANT cannot meet the COUNTY's specifications, including but not limited to time for completion, cost for individual project etc., that the COUNTY reserves the sole right to offer the individual project to the COUNTY's alternate consultant(s).

2.7 Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between COUNTY and CONSULTANT, continue until completion at the same prices, terms and conditions.

2.8 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. The CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONSULTANT pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the CONSULTANT by the COUNTY upon request.

Article 3. Payment

3.1 Payment shall be based upon a negotiated lump sum fee, arrived at utilizing the hourly rates set forth in Consultant's Pricing, attached hereto and incorporated herein as **Exhibit C**. The personnel needed for each individual project shall be determined once the CONSULTANT receives the Task Order. Upon reviewing the project specific scope of services, the CONSULTANT shall submit a list of specific tasks to be performed as part of the project, including any alternate tasks, and a detailed estimated cost sheet. A list of deliverables shall also be provided. The lump sum fee will be the approved total hours and related direct expenses.

3.2 Invoices shall be submitted in duplicate to the requesting County department at P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RFP number, a detailed description of services and fees, dates and locations of services, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. The CONSULTANT shall keep a travel log indicating all dates of travel, mileage, etc.

3.3 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default of contract and the contract may be terminated.

3.4 Other than the approved total hours and related direct expenses composing the negotiated lump sum fee, the CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The CONSULTANT hereby agrees that its hourly billing rates are fully loaded and includes all overhead and administrative expenses.

3.5 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. The CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONSULTANT pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the CONSULTANT by the COUNTY upon request.

3.6 CONSULTANT acknowledges and agrees that CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- A. All persons employed by the CONSULTANT during the term of this Agreement to perform employment duties within Lake County; and
- B. All persons, including subcontractors, assigned by the CONSULTANT to perform work pursuant to the contract.

Article 4. County Responsibilities

4.1 COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate one County staff member to act as COUNTY'S Project Administrator and/or Spokesperson.

4.2 COUNTY shall reimburse CONSULTANT, in accordance with the provisions of Article 3 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

4.3 COUNTY will provide to the CONSULTANT all necessary and available data, photos, and documents the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 Qualifications. Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein. The CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

5.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.3 Assignment of Agreement This Agreement shall not be assigned except with the written consent of the COUNTY'S Procurement Services Manager. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT. Additionally, unless otherwise stipulated herein, the CONSULTANT shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

5.4 Insurance. CONSULTANT shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to COUNTY, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the CONSULTANT or by anyone directly or indirectly employed by CONSULTANT, or by anyone for whose acts CONSULTANT may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- (ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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- (iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation for that injury.

- (iv) Employer's liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

(v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

(vi) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

(vii) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any material change or cancellation of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe.

(viii) Certificates of insurance shall identify the RSQ number, contract, project, etc., in the Description of Operations section of the Certificate.

(ix) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

(x) Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

(xi) CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

(xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONSULTANT or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiii) The COUNTY shall be exempt from and in no way liable for any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.

(xiv) Neither approval by the COUNTY of any insurance supplied by the CONSULTANT, nor a failure to disapprove that insurance, shall relieve the CONSULTANT of full responsibility of liability damages, and accidents as set forth herein.

(xv) If it is not possible for the CONSULTANT to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONSULTANT is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

5.5 Indemnity. The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. In accordance with Section 725.08, Florida Statutes, the CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

5.6 Independent Contractor. CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

5.7 Ownership of Deliverables. Upon completion of and payment for a task CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all Tasks and/or deliverables to COUNTY, at COUNTY'S expense. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

5.8 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

5.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the CONSULTANT of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. The CONSULTANT'S sole remedy, if any, against the COUNTY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

The parties will exercise every reasonable effort to meet their respective obligations hereunder. Notwithstanding the above, the parties shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of nature, acts or omissions of the other party, government acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems and/or any cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

5.10 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.11 Accuracy and Warranty. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by the COUNTY. CONSULTANT agrees that the products and services provided under this Agreement shall be covered by the most favorable commercial warranty that CONSULTANT gives to any customer for comparable products and services.

5.12 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

5.13 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.14 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.15 Prohibition Against Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.16 Conflict of Interest. CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

5.17 Public Records/Copyrights.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT's office or facility. The CONSULTANT shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any applicable federal or state requirements, whichever is longer. Prior to the close out of the Agreement, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the user COUNTY department.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any

deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

5.18 Right to Audit. The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the CONSULTANT.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that

CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The employee(s) of CONSULTANT shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONSULTANT shall provide employee(s) capable of performing the work as required. The COUNTY may require CONSULTANT to remove any employee it deems unacceptable. All employees of the CONSULTANT shall wear proper identification.

6.10 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.11 CONSULTANT shall act as the prime consultant for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONSULTANT shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

6.12 With the consent of CONSULTANT, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

6.13 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.14 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

Thomas F. Odom, Jr.
713 W. Montrose Street
Clermont, Florida 34711

If to COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

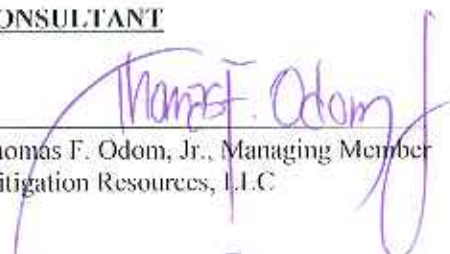
7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following Exhibits:

Exhibit A	Scope of Services
Exhibit B	Addendum
Exhibit C	Consultant's Pricing

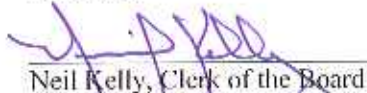
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 13 day of August, 2013, and by CONSULTANT through its duly authorized representative.

CONSULTANT


Thomas F. Odom, Jr., Managing Member
Mitigation Resources, LLC

This 17th day of July, 2013.

ATTEST:


Neil Kelly, Clerk of the Board
of County Commissioners
of Lake County, Florida

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS


Leslie Campione
Chairman

This 14th day of August, 2013.

Approved as to form and legality:


Sanford A. Minkoff
County Attorney

EXHIBIT A: SCOPE OF SERVICES

SCOPE OF SERVICES

Restoration and Land Management Tasks

The purpose of this solicitation is to retain a consultant(s) to provide professional services to Lake County Parks and Trails (or others) which support efforts of ecosystems management, habitat establishment, restoration, species conservation, resource protection, landscape maintenance, public education and site security and safety of County owned or leased lands, or those with which we have a memorandum of understanding in conjunction with the County's needs, to manage these sites under best management practices, lease agreements or grant requirements.

To include the below listed tasks:

Task 1 – Biological Surveys for Listed plant and animal species

Vendor shall conduct ground surveying and identification of listed species, including gopher tortoises. This service shall include GPS location of species and GIS mapping services of occupied sites. Vendor must have an extensive list of qualified and/or FWC approved recipient sites to aid the County in its relocation efforts. Price per hour for this service should be shown on the Bid Sheet. Vendor bid should include one (1) Senior Wildlife Biologist or Plant Ecologist and one (1) Environmental Technician I. Note: a Florida Fish and Wildlife Conservation Commission Authorized Gopher Tortoise Agent shall replace the Senior Wildlife Biologist when gopher tortoise burrow surveys are necessary. Vendor must provide documentation in PDF and spread sheet in Excel format and on disk.

Task 2 – Wetland Delineation

Vendor shall delineate wetlands and install "wetland delineation" flagging at intervals of approximately every 100'-200' (pre-determined by wetland agencies). Following the flagging of the wetlands, Vendor shall prepare maps and all application materials for submittal to various jurisdictional agencies (e.g. FDEP, ACOE, etc.) and attend any and all applicable field meetings necessary in order to attain binding jurisdictional(s) from each agency. This service does not include Application and/or Permitting Fees required by the County for impacts to wetlands. Price per hour for this service should be shown on the Bid Sheet. Vendor bid should include one (1) Senior Wetland Scientist and one (1) Environmental Technician I. Vendor must provide documentation in PDF and spread sheet in Excel format and on disk.

Task 3 – Prescribed Fire

Vendor shall prepare prescribed burn plans in accordance with Florida Law (as administered by the Florida Forest Service). Task shall include site visits to determine necessary fire line placement, preparation of prescribed burn and smoke management plans, mail notifications and mop up of all burns to within 50' of the fire line, including knocking down all snags that have the potential to cause escapes. Lake County must be notified prior to ignition and when fire is deemed out (extinguished) on all burns. Price per acre for this service is shown on the Bid Sheet. Vendor should include one (1) Certified Burn Boss and one (1) Type 6 Engine. Additional equipment list should be provided by the Vendor on Bid Sheet. (See Attachment)

Task 4 – Fire line Installation and/or Maintenance

Vendor shall conduct general construction and/or maintenance of all fire lines by mowing and/or bushhogging, root raking and disking to mineral soils in particular areas as designated by Lake County. This service does not include heavy mechanical reduction of fuels, tasks which are specifically identified in Tasks 10, 12 and 13 below. Price per linear foot for this service should be shown on Bid Sheet. This task shall not include areas with dense palmettos and/or areas with heavy vegetative or forested material.

Task 5 – Fire Line Maintenance

Vendor shall conduct general maintenance of all fire lines by “disking to mineral soils” particular areas as designated by Lake County. This service does not include heavy mechanical reduction of fuels, tasks which are specifically identified in Tasks 10, 12 and 13 below. Price per linear foot for this service should be shown on the Bid Sheet. Vendor should anticipate light mowing only prior to disking. This task shall not include areas with dense palmettos and/or areas which require bushhogging or mulching.

Task 6 – Gopher tortoise and/or Commensal Species relocation and/or Monitoring

Vendor shall prepare and submit all application materials (applications, surveys, and maps) for relocation permits associated with the relocation of gopher tortoises and/or commensal species as directed by County staff. In addition, Vendor may be asked to assist County staff with potential gopher tortoise and/or commensal species (e.g. gopher frogs, Florida mice, Indigo snakes) recipient site identification, relocations and general health assessments on exiting populations identified on Lake County lands. All such surveys and/or assessments must be in accordance with the approved FWC and or USFWS guidelines and permits. Vendor should anticipate providing a final written report of all tasks ordered by County staff under this Task. All monitoring events must be conducted by qualified individuals as part of this task. Monitoring events shall be assigned by County staff and be charged accordingly. This task does not include recipient site permitting fees incurred by the County or costs provided to recipient site owners for receiving tortoises and/or commensal species on their lands. Price per individual tortoise for this service should be shown on Bid Sheet. In addition, Vendor should include a price group of five commensals for this service on Bid Sheet.

Task 7 –Vegetative Monitoring/Evaluation

Vendor shall conduct vegetative monitoring as directed by County staff on restoration sites, areas where wildlife relocation data is required, sites where listed plants are located or general determination of where exotic species are a concern. This task includes a final monitoring report (with associated maps and figures) for each specific site monitored. Price per hour for this service should be shown on Bid Sheet. Vendor bid should include one (1) Senior Botanist and one (1) Environmental Technician I. Vendor must provide documentation in PDF and spread sheet in Excel format and on disk.

Task 8 –Collection of Wildflower/Native Plant Seeds

Vendor shall collect native seed characteristic of the target restoration project in Lake County. Seed must be harvested from sites in Central and/or North Florida starting in fall (early September) through January. Vendor must use a flail-vac, a pull-behind seed stripper and/or

mechanical hand sweep collectors for harvesting. In addition, Vendor botanists shall collect native seed by using simple hand collection methods for certain species (e.g. Lopsided Indian grass) based on the terrain and targeted seed type. Senior botanists knowledgeable in native seed ripening must supervise all hand collection staff members. Vendor must be able to identify and collect unique seeds otherwise missed through mechanical collection. Vendor must provide a list of equipment that will be dedicated to completing the work on County projects. Note: all equipment must be thoroughly cleaned prior to mobilization to Lake County restoration sites and upon leaving their sites.

The native seed will be used to restore the scrub, sandhill, seepage slope, and wet prairie plant communities identified by County staff and as directed by County staff. Seed collection and mixes must be customized to meet specific plant frequency or occurrence criteria. Vendor shall only collect seed from areas free of nuisance/exotic species. Price per pound for this service should be shown on Bid Sheet.

Task 9 –Wildflower/Native Planting Seeding

Vendor shall utilize the tasks outlined in Task #8 above in order to collect seed as designated by County staff for its restoration projects. Harvested seeds must be kept cool and dry during storage. All seed must remain dry while being transferred directly to the prepared seed bed site for installation. Seed beds should be cultipacked prior to seed installation. Vendor must utilize a Grasslander seed spreader to install the native seed. Vendor should roll the site with suitable drum rolling equipment if Grasslander does not achieve the necessary seed to soil contact.

According to Performance Requirement #6 (below) in this RFP vendors should “list species and percent composition in the seeding mixture” and “total % germination rate”. Vendor must attach for the County’s reference a list of seed species that is expected to be collected from the above referenced donor site(s) with anticipated percentages of each species.

According to Performance Requirement #6 (below) in this RFP, vendor should list broadcast rate in lbs. per acre based on their past experience. Determination of expected ground cover is hard to predict due to rainfall conditions, cold fronts and decreased rates of coverage in the winter months following seed placement. Vendor shall provide a possible achievement percentage (e.g. typical of natural sandhill communities). Watering of this site is not included as part of this task. Price per acre for this should be shown on the Bid Sheet. *(Note: In certain cases it may not be feasible to conduct direct seeding (e.g. areas prone to high erosion). In those cases, Vendor shall conduct planting and or plugging of the site with native grasses (e.i. wiregrass, lovegrasses, etc.) as a restoration technique. The County always has the option of planting versus seeding and Vendor shall plant a number of plants equal to the costs of direct seeding. These methods are not included in these Tasks.)*

Task 10 - Trail Development and Maintenance (non-paved)

Vendor shall conduct general trail construction and maintenance of existing trails. General items included in this Task include:

1. Clearing (<2” dbh trees w/dozer)
2. Root-raking (with large tractor)

3. Trimming (light brush)
4. Mowing (Bahia or native rangeland)
5. Disking (minimum 50hp tractor)
6. Bush hogging (light to medium density vegetation)
7. Grading (low ground pressure dozer or larger tractor w/box blade) as directed by County staff.

Vendor should include prices for each item on the Bid Sheet.

Task 11 – Hand Crews – Chainsaw

Task involves the use of hand crews trained in exotic invasive species identification, native plant species and threatened and endangered plant species to perform specific duties related to restoration of site such as vegetation removal. This task requires the use of chain saws by professional operators to remove vegetation in areas where access with mechanical equipment is not authorized and/or feasible. Cut vegetation such as stumps and shrubs will be treated with approved herbicides by Licensed Herbicide Applicators. Herbicide costs are to be included in the price of this task. Price per acre for this service should be shown on the Bid Sheet. Vendors bid should include one (1) Chainsaw Supervisor with a minimum of five (5) years' experience and four (4) trained chainsaw operators with a minimum two (2) years' experience.

Task 12 – Hand Crews – Herbicide

Task involves the use of hand crews trained in exotic invasive species identification, native plant species and threatened and endangered plant species to perform specific duties related to restoration of site such as vegetation removal. This task requires a Licensed Florida Certified Herbicide Applicator to supervise hand crew members in the application of all approved chemicals to conduct basal bark applications, girdling of trees and/or cut stump applications. Herbicide costs are not to be included in the price of this task. Price per acre for this service should be shown on the Bid Sheet. Vendors bid should include one (1) Licensed Herbicide Applicator and four (4) trained herbicide applicators. Herbicide/chemicals may be provided by Lake County or paid at cost to vendor under this contract.

Task 13 – Hand Crews – Hand Weeding & Trimming

This task involves the use of hand crews trained in exotic invasive species identification, native plant species, and threatened and endangered plant species. Vendor needs to perform specific duties related to the restoration of the site such as vegetation removal. This may require the use of mechanical weed whackers and/or machetes by experienced laborers to remove vegetation in areas where access with mechanical equipment is not authorized and/or feasible. Cut vegetation such as small trees, vines and shrubs will be treated with approved herbicides by Licensed Herbicide Applicators. Herbicide costs should be included in the price of this task. Price per acre for this service should be shown on the Bid Sheet.

Task 14 – Erosion Control

Vendor shall purchase and install erosion control materials in areas designated by Lake County staff on an on call basis. Erosion control items included in this task include:

1. 3' tall FDOT approved silt fencing.

2. Biodegradable coconut matting.
3. Mirafli fiber fabric (FW402).
4. North American Green BioNet C125BN with BioStakes.
5. Synthetic hay bales.

Vendor should include prices for each item on the Bid Sheet. This task includes the purchase of erosion control materials and the installation of these types of materials. This task does not include earthmoving services.

Task 15 - Disking – Shallow Disking

Task is involving disking/plowing techniques to prepare sites for seeding by shallow, light disking to create a 'bedding condition' suitable for accepting native seeds. Vendor shall provide a price per acre for this service on the Bid Sheet.

Task 16 – Disking-Deep Harrowing

This task involves deep disking/chisel plowing techniques to expose deep roots of exotic or unwanted species that are typically treated with herbicide following the treatment. Vendor should include a price per acre for this service on Bid Sheet.

Task 17 - Mechanical Treatment of Heavy Vegetation or Trees

Vendor shall utilize mechanical equipment operated by experienced trained professionals (minimum five (5) years' experience) to shred, grind, chop and /or mulch unwanted trees, shrubs and/or vegetation for the purpose of ecosystem restoration, trail and/or fireline construction or nuisance control or a number of other applications. The reduction of material may be greater than 4" up to 12" DBH down to ground level. Vendor should provide a price per acre for this service shown on Bid Sheet.

Task 18 - Chipping/Mulching/Grinding

Vendor shall use mechanical equipment for chipping, mulching, grinding for removal of any vegetation, logging debris or stumps as directed by County staff. Mechanical treatment is to be completed by experienced trained professional operators (minimum five (5) years' experience). Chipping/mulching/grinding in this task is expected to include material 3" up to 16" DBH down to mineral soil. County staff will be responsible for contracting logging of forested areas which typically precedes these activities. Logging is not included as a part of this service. Vendor should provide a per hour for this service on the Bid Sheet.

Task 19 - Herbiciding – Selective Backpack Spraying

Task involves the use of hand crews trained in exotic invasive species identification, native plant species and threatened and endangered plant species to perform specific duties related to restoration of site such as vegetation removal. This task requires a Licensed Florida Certified Herbicide Applicator to supervise hand crew members. Vendor shall conduct specific tasks that involve nuisance or exotic vegetative species and site specific herbicide activities per Lake County staff direction. Vendor should use experienced, trained backpack herbicide personnel (minimum two (2) years' experience identifying native plants) to spray within native seed restoration areas. Vendor should provide a price per acre for this service shown on Bid Sheet. Herbicide costs are not included in the price of this task.

Task 20 –Herbiciding – Broadcast

Task involves the use of hand crews trained in exotic invasive species identification, native plant species and threatened and endangered plant species to perform specific duties related to restoration of site such as vegetation removal. This task requires a Licensed Florida Certified Herbicide Applicator to supervise hand crew members. Vendor shall conduct specific tasks that involve nuisance or exotic species and site specific herbicide activities per Lake County staff direction which will include herbicide applications by ATV or tractor mounted sprayer systems, basal bark applications, frill and girdle, stump applications or any other not associated with task 11 and 12. Price per acre for this service is shown on Bid Sheet. Herbicide costs are not included in the price of this task.

Task 21 - Native Plant and Tree Planting

Vendor shall conduct hand planting of trees, shrubs, grasses and other herbaceous material (up to one gallon in size) at 1742 plants per acre as directed by County staff. (Labor only)

1. Flat planting bare root trees.
2. Flat planting tubeling trees.
3. Scalp and plant bare root trees.
4. Scalping and plant tubeling trees.
5. Hand planting bare root trees.
6. Hand planting tubelings.
7. Hand planting herbaceous plants.
8. Planting one gallon plants.
9. Planting three gallon plants.

Costs for this task do not include plant materials. Plant materials may be provided by Lake County or paid at cost to Vendor under this contract.

Task 22 - Hydrology Restoration

Task is to involve activities to restore (excavation/ removal /fill) historical drainage patterns to site where they may have been altered by farming, fire breaks, erosion, ditches, berms and off-road vehicle activity. This task requires the use of mechanical equipment such as backhoes, dozers and or other related specialized equipment for this purpose. Vendor shall reuse and/or furnish and install and/or haul off approved fill material, suitable earthen material (excluding concrete and or hardpan). Vendor should provide a price per cubic yard for this task on the Bid Sheet.

Task 23 - Wetland Restoration

Vendor will be required to remove unwanted vegetation by mechanical means as necessary and conduct herbaceous wetland vegetation planting at 436 native wetland liners (2" plugs) per acre (10' centers) as directed by Lake County Staff. This task includes the scraping of unwanted vegetation (\leq 2" DBH) and replanting sites identified by Lake County staff. Vendor should include a price per acre for this task on the Bid Sheet.

Task 24 - Upland Restoration

Vendor shall include all the various activities that may be involved with restoration and management of upland ecosystems including, but not limited to, scrub, sandhill and pine flatwoods as directed by County staff. This will include direct seeding (in accordance with task 9) and or the planting of upland trees, shrubs and ground cover species (e.g. grasses) at 193 one gallon trees, shrubs or herbaceous plant material per acre (15' centers). This task does not include prescribed burning, site preparation (disking) or herbicide treatments. Vendor should include a price per acre for this service shown on the Bid Sheet.

Task 25 -Prepare Management Plans for Sites

Vendor shall prepare management plans for site restoration, management, monitoring or development, including time lines for completion and costs in accordance with County staff. This task will involve reconnaissance and plan writing that will involve staff time. This task does not include monitoring or management. Vendor should include a price per hour for this service shown on the Bid Sheet. Vendor must provide documentation in PDF and spread sheet in Excel format and on disk.

Task 26-Erosion Control - Washout Repairs

Vendor shall provide equipment, labor and materials for erosion control caused by water flow issues (e.g. rainfall, broken water lines, etc.). Vendor shall provide clean fill dirt to repair erosion areas and labor to grade eroded areas back to natural grade. The installation of erosion control materials will be handled under separate tasks outlined in this bid. Vendor shall include site visit to assess with Lake County staff to provide estimate for repairs. Vendor shall provide a price per cubic yard for this Task on Bid Sheet.

This task does not include removal of concrete, old pipes, wooden structures and/or other unusual heavy debris.

Task 27 -Trash Cleanup & Removal – General

Vendor shall provide one ATV and one Environmental Technician to clean up general trash within Lake County parks and/or conservation lands, as an on-call service. General trash shall be defined as glass bottles, cans, paper trash and other similar type waste materials. Vendor shall be responsible for disposal of such trash at appropriate Lake County facilities. This task does not include bulk trash such as tires, construction debris, concrete and materials that require extraneous removal and transport to the local dump facility. These services are covered in Task below. This task does not include removal of hazardous materials (e.g. asbestos, paint, solvents, old oil/containers, etc.) Vendor should provide a price per day on the Bid Sheet.

Task 28 -Trash Cleanup & Removal – Bulk

Vendor shall provide a 4X4 Truck and dump trailer and associated personnel for the cleanup/removal of bulk trash within Lake County parks and/or conservation lands, as on-call service. Bulk trash shall be defined as construction materials, metal pipe, tires and other similar type waste materials. Vendor shall be responsible for disposal of such trash at appropriate Lake County facilities. This task does include hazardous materials (e.g. asbestos, paint, solvents, old oil/containers, etc.) However, Vendor shall provide notification to Lake County staff in the event

such material is identified on any of its properties during the course of its business with the County. Vendor should provide a price per day on the Bid Sheet. Vendor should provide a cost per unit as shown on Bid Sheet.

Task 29 –Mitigation Trees - Furnish & Install

Vendor shall provide mitigation trees for Lake County. All mitigation trees shall be to replace those removed during construction, and/or various other permitted tree removal projects within Lake County. Residents, Developers, etc. will be provided with options regarding mitigation for tree removal projects within Lake County. Vendors should provide price(s) for these each task identified on the Bid Sheet.

1. 2.5 inch caliper tree (specialty native tree)
2. 2.5 inch caliper tree (specialty native tree) 1-yr watering w/water bag (Replacement guarantee)
3. 4 inch caliper tree (specialty native tree)
4. 4 inch caliper tree (specialty native tree) 1-yr watering w/water bag (Replacement guarantee)
5. 2.5 inch caliper trees typical native trees
6. 2.5 inch caliper (specialty trees) 1-yr watering w/ water bag (Replacement guarantee)
7. 4 inch caliper trees (specialty native trees)
8. 4 inch caliper trees (specialty native trees) 1-yr watering w/ water bag (Replacement guarantee)

Task 30 – Fencing – Furnish & Install

Vendor shall provide various types of fencing on an as needed basis. Types of posts and fence material are outlined on Bid Sheet. Vendors should provide pricing for each type fence as part of this task on the Bid Sheet. Fencing cost should be calculated per linear foot.

1. 3 1/2-4" X 8' CCA post & 4X4 Hog wire Fencing (includes all hardware)
2. 5 1/2-6" X 8' CCA post & 2X4" Horse Fencing (includes all Hardware)
3. 6-7" X 8' CCA post & 3/8" galvanized cable fencing (includes all hardware)
4. 8' Gate-w/hardware-Furnish and Install
5. 10' Gate-w/hardware-Furnish and Install
6. 12' Gate-w/hardware-Furnish and Install
7. 16' Gate-w/hardware-Furnish and Install

Task 31 – Guided Nature Hikes and Canoe Trips

Vendor shall provide expert staff to conduct guided nature hikes and/or canoe trips within Lake County Conservation Lands and/or Parks and Trails Areas at a daily rate as directed by County Staff. Vendor shall be available to lead interpretive tours to include topics such as, habitat restoration, endangered species (gopher tortoise, scrub jays, black bear, etc.), bird watching, river/lake excursions, native plant identification, and prescribed burn education. Vendor is not

limited to these topics. Lake County staff shall coordinate with Vendor regarding individual tours and topics. Vendor should provide a cost per hour to conduct guided nature hikes and/or canoe trips on the Bid Sheet.

Task 32 - Annual Stewardship Report (See Attachment 6 and 7)

Vendor shall provide one Environmental Technician II (minimum five (5) years' experience in environmental report writing) to coordinate with County staff to prepare and provide a written Annual Stewardship Report to appropriate agencies. Draft reports must be submitted to County staff twenty one (21) days prior to the specific due date for that project. County staff shall provide written comments within ten (10) days, with a final report due to the County seven (7) days prior to the actual due date. Vendor should provide a cost per hour to prepare and write Annual Stewardship Reports on the Bid Sheet. Vendor must provide documentation in PDF and spread sheet in Excel format and on disk.

Task 33 – Installation of Kiosk

Vendor shall provide all materials and labor to install single, double and triple informational kiosks at sites designated by the Director of Parks & Trails and Public Lands within various locations throughout Lake County. Vendor should provide pricing for each kiosk type as part of this task on Bid Sheet.

Task 34 – Furnish and Installation of Sulfur (Granulated)

Vendor shall provide all materials and labor to install high-yield granulated sulfur within certain restoration areas where the soil content contains high levels of copper and elevated pH (e.g. Old orange groves, old agriculture sites etc.) Vendor should provide a price per pound on Bid Sheet.

Task 35 – Parking Lots and Road Repairs

Vendor shall provide suitable lime rock, crushed concrete, clay, asphalt material, equipment and labor needed for parking lots and road repairs. Vendor should provide a price per the Bid Sheet.

Task 36 – Blueway Trails (Approx.139 miles)

Vendor shall conduct general water trail maintenance and provide reports and photographs. The work includes but is not limited to checking all signs to make sure they are in place (GPS ability), cleaning, repairing and/or replacing signs during yearly inspections and development and implementation of new Blueway Trails and also removing vegetation blocking all GPS Blueways Trail markers. Vendor shall have GPS ability and equipment to locate within three (3) meters accuracy. Vendor should include a price per hour for this service shown on Bid Sheet. Vendor must provide documentation in PDF and spread sheet in Excel format and on disk.

Blueway Trails are as listed below:

1. Blue Creek Run (approx. 8.5 miles)
2. Stagger Mud Lake Run (approx. 8 miles)
3. St. Francis / Dead River Run (approx. 11 miles)
4. Lake Griffin Run (approx. 17 miles)
5. Lake Harris Run (approx. 37 miles)
6. Helena Run (approx. 9 miles)

7. Golden Triangle Run (approx. 21 miles)
8. Palatlakaha Run (approx. 29 miles)

Task 37- Landscape Maintenance

Vendor shall conduct landscape maintenance to include but is not limited to weeding, pruning, planting, mulching, edging, sodding in retention ponds, planting beds, berms, swales and parking areas at various County Parks, Trails and Public Lands Properties. Vendor should include a price per man hour for this service shown on Bid Sheet.

PERFORMANCE REQUIREMENTS

1. All equipment must be clean (free of exotic plant and animal materials) prior to arriving on all restoration sites and cleaned when leaving the site.
2. Vendor must make every reasonable effort possible to avoid non-target species during seed collection.
3. Seed should contain 0% exotic species. Vendor must explain their seed collection methods and/or identification process.
4. Seed collection sites must be provided in the proposal. The Division Manager of Lake County Parks and Trails and/or his/her designee will conduct site visits to verify the seed collection areas.
5. Native plant and seed must be Florida ecotype and come from Central or North Florida.
6. Vendor must list native plant species and percent composition in the seeding mixture. Vendor must test all native seed to determine % of germination. All test results must be provided to the Division Manager of Lake County Parks & Trails and/or his/her designee. Vendor shall provide an estimate of the broadcast rate in Lbs. per acre. Vendor is to provide climate controlled storage for seed.
7. Vendor must have ability to work cohesively with multiple agencies including, Florida Forest Service, USDA, SJRWMD, FDEP, ACOE and any other agency.
8. Contractor must provide all necessary safety signage during any and all operations assigned to vendor.

EXHIBIT B: ADDENDUM



OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: (352) 343-9473

ADDENDUM NO. 1

Date: May 9, 2013

RFP No. 13-0434

RFP Title: Restoration and Land Development Tasks

It is the contractor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

The purpose of this addendum is for clarifications regarding Section 1.8 and Section 1.13.2 of the RFP.

Question 1: Are all subcontractors required to provide the Insurance Certification as identified in the RFP?

Answer 1: See provisions regarding subcontractors in Section 1.8.

Question 2: Regarding Section 1.13.2, C, Tab 2, A. I am correct in assuming that each task might have a general description of how the task would be undertaken - because there are no specific projects to identify.

Answer 2: Contractors may respond any way they see fit. Responses will be evaluated accordingly.

Question 3: Regarding Section 1.13.2, C, Tab 4. Are three (3) references required for all subcontractors?

Answer 3: See change below to Section 1.13.2, C, Tab 6.

Question 4: Regarding Section 1.13.2, C, Tab 6. Is "Tab 3" a typo? I am assuming that each subcontractor would fill out Attachment 8, then I would include that information in Tab 6?

Answer 4: See change below to Section 1.13.2, C, Tab 6.

Question 5: Regarding Section 1.13.2, C, Tab 8. I am not sure what supporting documentation is being requested for pricing?

Answer 5: Contractors may provide supporting documentation for the prices proposed sufficient to evaluation and determine price realism. See question and answer 7 below.

Question 6: Regarding Section 1.13.2, C, Tab 10. I was planning to add a table listing each subcontractor and what specialty they would be providing, however, the instructions for Tab 10 seem to direct a response for financial stability. Is that an error?

Answer 6: See change below to Section 1.13.2, C, Tab 10.

Question 7: The Attachments provide in the RFP would stay in the main body of the RFP documents, and would be in Tab ??

Answer 7: Attachment 1 (Work References) shall be submitted in Tab 4.

Attachment 2 (Vendor Profile Form) shall be submitted in Tab 4.

Attachment 3 (Similar Projects Form) shall be submitted in Tab 4.

Attachment 4 (Parks and Trails Properties) does not need to be submitted with the contractors response.

Attachment 5 (Public Land Properties) does not need to be submitted with the contractors response.

Attachment 6 (Annual Stewardship Report Checklist) does not need to be submitted with the contractors response.

Attachment 7 (Annual Stewardship Report) does not need to be submitted with the contractors response.

Attachment 8 (Bid Sheet) shall be submitted in Tab 8.

Changes the following:

Section 1.13.2, C, Tab 6 – Subcontractors/ Joint Ventures

Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project. Provide the same information required in the Pricing Proposal Tab-3 for each sub-contractor or joint venture participant.

Section 1.13.2, C, Tab 10 – Other Information

Provide any information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer. This information shall be succinct.

Firm Name: Mitigation Resources, LLC Date: 05/21/2013
Signature:  Title: President
Typed/Printed Name: Tom Odion

EXHIBIT C: PRICING

BIG SHEET (RFP# 13-0134)

Company Name: Mitigation Resources, LLC

Attachment 8

Date: May 2013

Please fill in bid values using the specified units below.

Task	Description	Cost	Unit of Measure	Minimum Charge (if applicable)	Mobilization Fee (if applicable)
Task 1	Biological Surveys for Plant and Animal Species	\$95.00	Per Hour	\$ N/A	\$ N/A
Task 2	Wetland Delineation	\$65.00	Per Hour	\$ N/A	\$ N/A
Task 3	Prescribed Fire	\$95.00	Per Acre	\$ \$5,000.00	\$ \$1,500.00
Task 4	Fire Line Installation (10' width)	\$1.75	Per Linear Foot	\$ \$500.00	\$ \$1,500.00
Task 5	Fire Line Maintenance (10' width)	\$1.15	Per Linear Foot	\$ \$500.00	\$ \$1,500.00
Task 6	Gopher Tortoise and/or Commercial Reptile and Monitoring	\$750.00	Per Tortoise	\$ 1,500.00	\$ N/A
Task 7	Vegetative Monitoring	\$85.00	Per Hour	\$ N/A	\$ N/A
	Vegetative Evaluation	\$95.00	Per Hour	\$ N/A	\$ N/A
Task 8	Collect Wildflower/Native Plant Seeds	\$50.00	Per Pound	\$ \$1,000.00	\$ \$1,000.00
	Seed Donor Site #1	Avon Park Boykin Range Boykin Ranch			
	Seed Donor Site #2	RV Griffin Preserve Reddy Creek Mitigation Bank			
	Seed Donor Site #3	Clings Landing Lindner Ranch			
Task 9	Wildflower/Native Plant Seeding	\$350.00	Per Acre	\$ 5,000.00	\$ 1,000.00
Task 10	Trail Development and Maintenance (8' width, non-paved)				
	1. Clearing	\$0.50	Per linear foot	\$ \$1,500.00	\$ N/A
	2. Root-raking	\$0.50	Per linear foot	\$ \$1,500.00	\$ N/A
	3. Trimming	\$0.40	Per linear foot	\$ \$1,500.00	\$ N/A
	4. Mowing	\$0.40	Per linear foot	\$ \$1,200.00	\$ N/A
	5. Disking	\$0.40	Per linear foot	\$ \$1,500.00	\$ N/A
	6. Brush hogging	\$0.40	Per linear foot	\$ \$1,500.00	\$ N/A
	7. Grading	\$0.60	Per linear foot	\$ \$1,800.00	\$ N/A
Task 11	Hand Crews-Chainsaw *includes cost of chemicals	\$55.00	Per Acre	\$ \$2,500.00	\$ N/A
Task 12	Hand Crews-Herbicide*excluding cost of chemicals	\$140.00	Per Acre	\$ \$2,500.00	\$ N/A

Page 1 of 7

Company Name: Mitigation Resources, LLC

Attachment 8

Date: May 2013

Please list in bid values using the specified units below.

	Description	Cost	Unit of Measure	Minimum Charge (if applicable)	Mobilization Fee (if applicable)
Task 13	Hand Crews- weeding and thinning *includes cost of chemicals	\$150.00	Per Acre	\$	\$
Task 14	Erosion Control (installed)				
	1. 3' tall TDOT approved silt fencing	\$0.40	Per Linear Foot	\$	\$
	2. Biodegradable coconut matting	\$1.50	Per Square Yard	\$	\$
	3. Mono-fiber fabric (H-W402)	\$2.00	Per Square Yard	\$	\$
	4. North American Green BioNet C125BN with BioStakes	\$1.50	Per Square Yard	\$	\$
	5. Synthetic hay bales	\$25.00	Per Bale	\$	\$
Task 15	Disking Shallow	\$200.00	Per Acre	\$	\$
Task 16	Disking Deep Harrowing	\$250.00	Per Acre	\$	\$
Task 17	Mechanical Treatment of Vegetation	\$750.00	Per Acre	\$	\$
Task 18	Chipping/Mulching/Grinding	\$500.00	Per Hour	\$	\$
Task 19	Herbicide selective backpack spraying *excluding cost of chemicals	\$300.00	Per Acre	\$ 3,000.00	\$ N/A
Task 20	Herbicide Broadcast and Selective *excluding cost of chemicals	\$250.00	Per Acre	\$ 2,500.00	\$ N/A
Task 21	Native Plant and Tree Planting *excluding cost of plant materials				
	1. Flat Planting Bare root trees (5' centers)		Per Acre	\$ 500.00	\$ 54,500.00
	2. Flat Planting tubelings (5' centers)		Per Acre	\$ 51,000.00	\$ 55,000.00
	3. Scalp and Plant bare root trees (5' centers)		Per Acre	\$ 52,000.00	\$ 510,000.00
	4. Scalp and Plant tubelings (5' centers)		Per Acre	\$ 52,000.00	\$ 510,000.00
	5. Hand Planting bare root trees (5' centers)	\$500.00	Per Acre	\$ 52,500.00	\$ N/A
	6. Hand Planting tubelings (5' centers)	\$500.00	Per Acre	\$ 52,500.00	\$ N/A
	7. Hand Planting herbaceous plants (5' centers)	\$900.00	Per Acre	\$ 52,500.00	\$ N/A
	8. Planting one gallon plants (10' centers)	\$725.00	Per Acre	\$ 52,500.00	\$ N/A
	9. Planting three gallon plants (10' centers)	\$1,450.00	Per Acre	\$ 52,500.00	\$ N/A

Company Name: Mitigation Resources, LLC

Attachment 8

Date: May 2013

Please fill in bid values using the specified units below.

	Description	Cost	Unit of Measure	Minimum Charge (If applicable)	Mobilization Fee (If applicable)
Task 22	Hydrology Restoration				
	1. Reuse existing fill material	\$6.50	Per Cubic Yard	\$ \$1,000.00	\$ \$350.00
	2. Furnish and install approved fill material	\$12.50	Per Cubic Yard	\$ \$1,000.00	\$ \$350.00
	3. Hauling off unsuitable fill material	\$9.50	Per Cubic Yard	\$ \$1,000.00	\$ \$350.00
Task 23	Wetland Restoration				
	1. Includes plant material	\$750.00	Per Acre	\$ \$3,750.00	\$ \$1,500.00
	2. Includes seed	\$1,325.00	Per Acre	\$ \$4,150.00	\$ \$1,500.00
Task 24	Upland Restoration includes plants				
	1. Includes plant material	\$750.00	Per Acre	\$ \$3,750.00	\$ \$1,500.00
	2. Includes seed	\$1,325.00	Per Acre	\$ \$4,150.00	\$ \$1,500.00
Task 25	Prepare Management Plans for Sites	\$125.00	Per Hour	\$	\$
Task 26	Erosion Control-Washout Repairs	\$65.00	Per Cubic Yard	\$ \$1,000.00	\$ \$350.00
Task 27	Trash Cleanup & Removal-General	\$300.00	Per Day	\$	\$
Task 28	Trash Cleanup & Removal-Bulk				
	1. All Class I Waste-yard waste less than six inches in diameter & less than four feet in length, & all animals	\$150.00	Per Ton	\$ \$500.00	\$
	2. Class III Garbage (Non-petrifiable waste)	\$125.00	Per Ton	\$ \$500.00	\$
	3. Logs, stumps and vegetative debris greater than six inches in diameter and/or longer than four feet	\$125.00	Per Ton	\$ \$500.00	\$
	4. Special Handling of waste	\$30.00	Per LB	\$ \$300.00	\$
	5. Tires-17" or less-up to five tires per load	\$250.00	Per Load	\$ \$250.00	\$
	6. Tires-17" or less-six or more tires per load	\$1,500.00	Per Load	\$ \$1,500.00	\$
	7. Tires greater than 17"	\$100.00	Per Each	\$ \$100.00	\$
	8. Clean concrete or asphalt	\$20.00	Per Cubic Yard	\$ \$200.00	\$
	9. Hazardous Material - asbestos, paint, solvents, or oil/containers, etc.	\$250.00	Per LB	\$ \$500.00	\$

Company Name: Mitigation Resources, LLC

Attachment 8

Date: May 2013

Please fill in bid values using the specified units below.

Description		Cost	Unit of Measure	Minimum Charge (if applicable)	Mobilization Fee (if applicable)
Task 29 Mitigation Trees-Furnish & Install					
1.	2.5 inch caliper tree (specialty native tree)	\$125.00	Per Tree	\$ \$2,500.00	\$ N/A
2.	2.5 inch caliper tree (specialty native tree) 1-yr watering w/ water bag (Replacement guarantee)	\$1,000.00	Per Tree	\$ \$2,500.00	\$ N/A
3.	4 inch caliper tree (specialty native tree)	\$350.00	Per Tree	\$ \$2,500.00	\$ N/A
4.	4 inch caliper tree (specialty native tree) 1-yr watering w/ water bag (Replacement guarantee)	\$375.00	Per Tree	\$ \$2,500.00	\$ N/A
5.	2.5 inch caliper trees (typical native trees)	\$4,375.00	2 - 25 Trees	\$ \$4,375.00	\$ N/A
6.	2.5 inch caliper (specialty trees) 1-yr watering w/ water bag (Replacement guarantee)	\$4,625.00	2 - 25 Trees	\$ \$4,625.00	\$ N/A
7.	4 inch caliper trees (specialty native trees)	\$8,750.00	2 - 25 Trees	\$ \$8,750.00	\$ N/A
8.	4 inch caliper trees (specialty native trees) 1-yr watering w/ water bag (Replacement guarantee)	\$9,000.00	2 - 25 Trees	\$ \$9,000.00	\$ N/A
Task 30 Fencing					
1.	3 1/2" x 8" CCA post & 424 Hay wire (includes all hardware)	\$4.50	Per Linear Foot	\$ \$1,000.00	\$ \$125.00
2.	5 1/2" x 8" CCA post & 2X4 Horse Fencing (includes all hardware)	\$5.50	Per Linear Foot	\$ \$1,000.00	\$ \$125.00
3.	6 7" x 8" CCA post & 3/8" galvanized cable fencing (includes all hardware)	\$7.00	Per Linear Foot	\$ \$1,000.00	\$ \$125.00
4.	8' Gate w/ hardware-Furnish and install	\$275.00	Per Each	\$ \$500.00	\$ \$125.00
5.	10' Gate w/ hardware-Furnish and install	\$350.00	Per Each	\$ \$500.00	\$ \$125.00
6.	12' Gate w/ hardware-Furnish and install	\$275.00	Per Each	\$ \$500.00	\$ \$125.00
7.	16' Gate w/ hardware-Furnish and install	\$300.00	Per Each	\$ \$500.00	\$ \$175.00

BIO SHEET (RFP# 13-0434)

Company Name: Mitigation Resources, LLC

Attachment 8

Date: May 2013

Please fill in bid values using the specified units below.

	Description	Cost	Unit of Measure	Minimum Charge (if applicable)	Mobilization Fee (if applicable)
Task 31	Guided Nature Hikes and Canoe Trips (daily rate)	\$100.00	Per Hour	\$ 200.00	\$ N/A
Task 32	Annual Stewardship Report	\$90.00	Per Hour	\$	\$
Task 33	Installation of Kiosk				
	Single	\$1,300.00	Per Each	\$	\$
	Double	\$2,100.00	Per Each	\$	\$
	Triple	\$4,300.00	Per Each	\$	\$
Task 34	Furnish and Installation of Sulfur (Granular)	\$0.50	Per Pound	\$	\$
Task 35	Parking lots and Road Repairs				
	Crash Concrete 6" Thick	\$150.00	Per Cubic Yard	\$ 1,000.00	\$ 5,000.00
	Clay 6" Thick	\$90.00	Per Cubic Yard	\$ 1,000.00	\$ 3,500.00
	Emmerock 6" Thick	\$120.00	Per Cubic Yard	\$ 1,000.00	\$ 3,500.00
	Asphalt 4" Thick	\$150.00	Per Ton	\$ 1,000.00	\$ 5,000.00
Task 36	Blueway Trails				
	1. Blue Creek Run (approx. 8.5 miles)	\$60.00	Per Hour	\$ 540.00	\$ 1,200.00
	2. Stagger Mud Lake Run (approx. 8 miles)	\$50.00	Per Hour	\$ 450.00	\$ 1,200.00
	3. St. Francis / Dead River Run (approx. 11 miles)	\$60.00	Per Hour	\$ 540.00	\$ 1,200.00
	4. Lake Griffin Run (approx. 17 miles)	\$60.00	Per Hour	\$ 540.00	\$ 1,200.00
	5. Lake Harris Run (approx. 37 miles)	\$60.00	Per Hour	\$ 540.00	\$ 1,200.00
	6. Helena Run (approx. 9 miles)	\$60.00	Per Hour	\$ 540.00	\$ 1,200.00
	7. Golden Triangle Run (approx. 21 miles)	\$60.00	Per Hour	\$ 540.00	\$ 1,200.00
	8. Palatka Run (approx. 29 miles)	\$60.00	Per Hour	\$ 540.00	\$ 1,200.00
Task 37	Landscape Maintenance	\$28.00	Per Man Hour	\$	\$

Please Provide the hourly rate schedule for all appropriate staff

Attachment B

Classification	Hourly Rate	UOM
Senior Wildlife Ecologist	\$110.00	per Hour
Senior Botanist	\$90.00	per Hour
Senior Wetland Scientist	\$110.00	per Hour
Florida Certified Burn Boss	\$110.00	per Hour
Fire Crew Member (\$130/190)	\$75.00	per Hour
Engine Boss	\$90.00	per Hour
Ecologist	\$95.00	per Hour
Biologist	\$95.00	per Hour
Environmental Technician II	\$85.00	per Hour
Environmental Technician I	\$75.00	per Hour
Laborer Chain Saw Crew (\$130/190)	\$35.00	per Hour
Laborer Herbicide Crew	\$35.00	per Hour
Certified Herbicide Applicator	\$75.00	per Hour
Tractor/Dozer Operator	\$55.00	per Hour
Backhoe operator	\$55.00	per Hour

BID SHEET (B/PW 13-0534)

All equipment prices based on one day service (minimum 10 hours)

No.	Line Item Description	Unit	Unit Price
1	3-Inch Draft Comp	Per Day	\$ 25.00
2	Skid Unit (150 gallon)	Per Day	\$ 250.00
3	Skid Unit (50 gallon)	Per Day	\$ 100.00
4	Drainage	Per Day	\$ 25.00
5	RTV w/ Trailer	Per Day	\$ 100.00
6	Kubota RTV w/Trailer	Per Day	\$ 150.00
7	1,000 Gallon Tank (Prescribed Fire and Bush Sprayer)	Per Day	\$ 350.00
8	6 x 6 Heavy Suppression Unit and Boom Sprayer	Per Day	\$ 2,000.00
9	Tractor and Disk/Huskey w/Trailer	Per Day	\$ 350.00
10	Ridger	Per Day	\$ 25.00
11	Ford F-250 7.0 Liter Diesel	Per Day	\$ 50.00
12	Chevy Z-71	Per Day	\$ 50.00
13	Chevy Suburban 3/4 ton	Per Day	\$ 50.00
14	24-foot Skiff w/ Outboard Motor	Per Hour	\$ 35.00
15	Alcega	Per Hour	\$ 40.00
16	Chipper	Per Hour	\$ 45.00
17	Swamp Buggy	Per Hour	\$ 35.00
18	Field Vac	Per Hour	\$ 15.00
19	Grasslender	Per Hour	\$ 15.00
20	Mounted Spray Truck	Per Hour	\$ 8.00
21	Backhoe/Trackhoe (Earth moving operation/Remove)/Fill	Per Hour	\$ 35.00